

# PHILIPPINE BIDDING DOCUMENTS

## Procurement of INFRASTRUCTURE PROJECTS

Government of the Republic of the Philippines

|                               |   |
|-------------------------------|---|
| Project Identification Number | : IB_CivilWorks_2024-05-032   |
| Name of Project               | : REPAINTING OF ENGINEERING BUILDING AND UPGRADING OF ELEVATOR SYSTEM-SECOND BIDDING    |
| Location of Project           | : KSU-MAIN CAMPUS, NATIONAL HIGHWAY, PUROK 6, BULANAO, TABUK CITY, KALINGA, PHILIPPINES |
| Name of Procuring Entity      | : KALINGA STATE UNIVERSITY (KSU)  |



*Kalinga State University envisions to be "a Knowledge and Technology Hub in Asia-Pacific Region"*

**Sixth Edition  
July 2020**



Republic of the Philippines  
**KALINGA STATE UNIVERSITY**  
Tabuk City, Kalinga 3800  
*Bids and Awards Committee*

## TABLE OF CONTENTS

|  |           |
|--|-----------|
| <b>Glossary of Terms, Abbreviations, and Acronyms</b> .....                  | <b>3</b>  |
| <b>Section I. Invitation to Bid</b> .....                                    | <b>5</b>  |
| <b>Section II. Instructions to Bidders</b> .....                             | <b>8</b>  |
| 1. Scope of Bid.....   | 9         |
| 2. Funding Information .....   | 9         |
| 3. Bidding Requirements.....   | 9         |
| 4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices.....  | 9         |
| 5. Eligible Bidders .....  | 9         |
| 6. Origin of Associated Goods .....  | 10        |
| 7. Subcontracts .....  | 10        |
| 8. Pre-Bid Conference.....   | 10        |
| 9. Clarification and Amendment of Bidding Documents.....                     | 10        |
| 10. Documents Comprising the Bid: Eligibility and Technical Components ..... | 10        |
| 11. Documents Comprising the Bid: Financial Component .....                  | 11        |
| 12. Alternative Bids .....   | 11        |
| 13. Bid Prices .....   | 11        |
| 14. Bid and Payment Currencies .....   | 11        |
| 15. Bid Security .....   | 11        |
| 16. Sealing and Marking of Bids .....  | 11        |
| 17. Deadline for Submission of Bids.....                                     | 11        |
| 18. Opening and Preliminary Examination of Bids .....                        | 12        |
| 19. Detailed Evaluation and Comparison of Bids .....                         | 12        |
| 20. Post Qualification .....   | 12        |
| 21. Signing of the Contract .....  | 12        |
| <b>Section III. Bid Data Sheet</b> .....                                     | <b>13</b> |
| <b>Section IV. General Conditions of Contract</b> .....                      | <b>17</b> |
| 1. Scope of Contract .....   | 18        |
| 2. Sectional Completion of Works.....  | 18        |
| 3. Possession of Site.....   | 18        |
| 4. The Contractor's Obligations .....  | 18        |
| 5. Performance Security .....  | 18        |
| 6. Site Investigation Reports .....  | 18        |
| 7. Warranty.....   | 19        |
| 8. Liability of the Contractor .....   | 19        |
| 9. Termination for Other Causes .....  | 19        |
| 10. Dayworks.....  | 19        |
| 11. Program of Work .....  | 19        |
| 12. Instructions, Inspections and Audits .....                               | 19        |
| 13. Advance Payment .....  | 19        |
| 14. Progress Payments.....   | 20        |
| 15. Operating and Maintenance Manuals.....                                   | 20        |
| <b>Section V. Special Conditions of Contract</b> .....                       | <b>21</b> |
| <b>Section VI. Specifications</b> .....                                      | <b>23</b> |
| <b>Section VII. Drawings</b> .....   | <b>30</b> |
| <b>Section VIII. Bill of Quantities</b> .....                                | <b>31</b> |
| <b>Section IX. Checklist of Technical and Financial Documents</b> .....      | <b>33</b> |



## ***Glossary of Terms, Abbreviations, and Acronyms***

**ABC** – Approved Budget for the Contract.

**ARCC** – Allowable Range of Contract Cost.

**BAC** – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**CDA** – Cooperative Development Authority.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**Contractor** – is a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded. Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

**CPI** – Consumer Price Index.

**DOLE** – Department of Labor and Employment.

**DTI** – Department of Trade and Industry.

**Foreign-funded Procurement or Foreign-Assisted Project** – Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**GFI** – Government Financial Institution.

**GOCC** – Government-owned and/or –controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, Project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease



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*Bids and Awards Committee*

or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PCAB** – Philippine Contractors Accreditation Board.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated July 17 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**UN** – United Nations.



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***Section I. Invitation to Bid***

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## Invitation to Bid for Repainting of Engineering Building and Upgrading of Elevator System-Second Bidding

1. The **Kalinga State University**, through the **Internally Generated Fund (IGF) Fund for CY 2024**, intends to apply the sum of **Four Million, Eight Hundred Fifty-Four Thousand, Three Hundred Sixty-Eight Philippine Pesos and Ninety-Three Centavos (Php 4,854,368.93)** being the Approved Budget for the Contract (ABC) to payments under the Contract for **Repainting of Engineering Building and Upgrading of Elevator System-Second Bidding/ IB\_CivilWorks\_2024-05-032**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Kalinga State University** now invites bids for the above Procurement Project. Completion of the Works is required within **One Hundred Seventy-Seven (177)** calendar days upon receipt of the Notice to Proceed. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using the non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from **Kalinga State University** and inspect the Bidding Documents at the address given below from **9 am to 4 pm office hours**.
5. A complete set of Bidding Documents may be acquired by interested bidders on **May 9, 2024 (Thursday) until 10 am of May 29, 2024 (Wednesday)** from the given address and website/s below, *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Philippine Pesos (Php 5,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees either in person or through electronic means.
6. The **Kalinga State University** will hold a Pre-Bid Conference on **May 17, 2024 (Friday) 10 am** at the **BAC Conference Room, Procurement Management Office, Administration Building, KSU-Main Campus, National Highway, Purok 6, Bulanao, Tabuk City, Kalinga** and/or through video conferencing or webcasting via **Google Meet Platform** at the link: [meet.google.com/ynm-iaeo-twv](https://meet.google.com/ynm-iaeo-twv), which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address indicated below, on or before **10 am on May 29, 2024 (Wednesday)**. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 15**.
9. Bid opening shall be at **10:01 am on May 29, 2024 (Wednesday)**, at the given address below and/or via **Google Meet Platform** at the link: [meet.google.com/vav-moej-nkv](https://meet.google.com/vav-moej-nkv). Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.
10. Bidders should comply with the applicable provisions of Section **23.4.2** of the IRR of R.A. 9184 and with a modified set of requirements integrating eligibility documents and criteria for infrastructure projects as provided in Annex E of the 2016 IRR of R.A. 9184, or the **Contract Implementation Guidelines for the Procurement of Infrastructure Projects**.



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Tabuk City, Kalinga 3800  
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11. The **Kalinga State University** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

**Ricky James B. Sagun**  
**BAC Secretariat- Bulanao Campus**  
**Procurement Management Office**  
**Kalinga State University-Main Campus, Administration Building**  
**National Highway, Purok 6, Bulanao, Tabuk City, Kalinga 3800**  
procurementservice\_bac@ksu.edu.ph  
**(074) 624-1173 / 09176240170**  
<https://ksu.edu.ph/>

13. You may visit the following websites:

For downloading of Bidding Documents: <https://www.ksu.edu.ph/bid/repainting-engineering-building-and-upgrading-elevator-system-second-bidding>

**May 8, 2024**

**(Sgd) ROMUALDO U. WACAS, PhD**  
BAC Chairperson



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## ***Section II. Instructions to Bidders***





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## 1. Scope of Bid

The Procuring Entity, **Kalinga State University**, invites Bids for the **Repainting of Engineering Building and Upgrading of Elevator System-Second Bidding**, with Project Identification Number **IB\_CivilWorks\_2024-05-032**.

The Procurement Project (referred to herein as "Project") is for the construction of Works, as described in Section VI (Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2024** in the amount of **Php 4,854,368.93**.

2.2. The source of funding is:

**Internally Generated Fund.**

## 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manual and associated policies, rules, and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or invitation to bid by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the Contract, Project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

## 4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the Contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## 5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be "similar" to the Contract to be bid if it has the major categories of work stated in the **BDS**.

5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.



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Tabuk City, Kalinga 3800  
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5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

**6. Origin of Associated Goods**

There is no restriction on the origin of Goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN.

**7. Subcontracts**

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.

The Procuring Entity has prescribed that:

**Subcontracting is not allowed.**

**8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at **BAC Conference Room, Procurement Management Office, Administration Building, KSU-Main Campus, National Highway, Purok 6, Bulanao, Tabuk City, Kalinga**, and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

**9. Clarification and Amendment of Bidding Documents**

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

**10. Documents Comprising the Bid: Eligibility and Technical Components**

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.

10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated May 23 2019. The English translation shall govern, for purposes of interpretation of the bid.

10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the Contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.

10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the Contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.

10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the



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Project, as the case may be, must meet the minimum requirements for the Contract set in the **BDS**.

**11. Documents Comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

**12. Alternative Bids**

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

**13. Bid Prices**

All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as determined by the NEDA and approved by the GPPB pursuant to the revised Guidelines for Contract Price Escalation guidelines.

**14. Bid and Payment Currencies**

- 14.1. Bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 14.2. *Payment of the contract price shall be made in:*

**Philippine Pesos.**

**15. Bid Security**

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until **One Hundred Twenty (120) calendar days**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

**16. Sealing and Marking of Bids**

Each Bidder shall submit **three (3) copies of the first and second components** of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission to the given website or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

**17. Deadline for Submission of Bids**

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.



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**18. Opening and Preliminary Examination of Bids**

18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

18.2. The preliminary examination of Bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

**19. Detailed Evaluation and Comparison of Bids**

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each Contract (lot) separately.

19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

**20. Post Qualification**

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), and other appropriate licenses and permits required by law and stated in the **BDS**.

**21. Signing of the Contract**

The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.



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## **Section III. Bid Data Sheet**

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## Bid Data Sheet

| ITB Clause                                   |  |                    |                     |                    |                            |                 |           |             |         |                            |                                     |         |           |                               |   |         |                               |  |     |                               |         |                |   |         |         |                     |   |         |         |             |   |        |        |
|--|--|--------------------|---------------------|--------------------|----------------------------|-----------------|-----------|-------------|---------|----------------------------|-------------------------------------|---------|-----------|-------------------------------|---|---------|-------------------------------|--|-----|-------------------------------|---------|----------------|---|---------|---------|---------------------|---|---------|---------|-------------|---|--------|--------|
| 5.2  | For this purpose, contracts similar to the Project refer to contracts that have the same major categories of work, which shall be:<br><br><b><i>Painting of building facility with Installation/ Renovation/ Upgrading of Elevator System or Construction of building facility with installation of elevator system with at least more than 50% similarities with the major work component of the project, with a contract cost of not less than Php 2,427,184.47</i></b>  |                    |                     |                    |                            |                 |           |             |         |                            |                                     |         |           |                               |   |         |                               |  |     |                               |         |                |   |         |         |                     |   |         |         |             |   |        |        |
| 7.1  | <i>Subcontracting is not allowed.</i>  |                    |                     |                    |                            |                 |           |             |         |                            |                                     |         |           |                               |   |         |                               |  |     |                               |         |                |   |         |         |                     |   |         |         |             |   |        |        |
| 10.3   | PCAB License requirement shall be:<br><br>Size Range: <b>Small B</b><br>License Category: <b>C &amp; D</b><br>Principal Classification: <b>General Building/ General Engineering</b>   |                    |                     |                    |                            |                 |           |             |         |                            |                                     |         |           |                               |   |         |                               |  |     |                               |         |                |   |         |         |                     |   |         |         |             |   |        |        |
| 10.4   | The key personnel must meet the required minimum years of experience set below: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #e0e0e0;"> <th style="text-align: center;">Key Personnel</th> <th style="text-align: center;">No. of Personnel</th> <th style="text-align: center;">General Experience</th> <th style="text-align: center;">Relevant Experience</th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td style="text-align: center;">1</td> <td style="text-align: center;">3 years</td> <td style="text-align: center;">3 years</td> </tr> <tr> <td>Project Engineer/Architect</td> <td style="text-align: center;">1</td> <td style="text-align: center;">3 years</td> <td style="text-align: center;">3 years</td> </tr> <tr> <td>Construction Foreman</td> <td style="text-align: center;">1</td> <td style="text-align: center;">3 years</td> <td style="text-align: center;">3 years</td> </tr> <tr> <td>Skilled Laborers (13 painters and 2 welders)</td> <td style="text-align: center;">15</td> <td style="text-align: center;">3 years</td> <td style="text-align: center;">3 years</td> </tr> <tr> <td>Safety Officer</td> <td style="text-align: center;">1</td> <td style="text-align: center;">3 years</td> <td style="text-align: center;">3 years</td> </tr> <tr> <td>Mechanical Engineer</td> <td style="text-align: center;">1</td> <td style="text-align: center;">3 years</td> <td style="text-align: center;">3 years</td> </tr> <tr> <td>First Aider</td> <td style="text-align: center;">1</td> <td style="text-align: center;">1 year</td> <td style="text-align: center;">1 year</td> </tr> </tbody> </table> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1) All the Key Personnel should have applicable and prescribed General and Relevant Experiences in their line of specializations and have valid PRC licenses/National Certificates issued by TESDA or certificates from other accredited training providers.</li> <li>2) The key personnel should meet the above-stated number of years' work experience.<br/><br/>                     The experience means total years of civil works experience (of any nature in construction and engineering consultancy services) except for Materials &amp; Quality Control Engineer "Same position in Similar Works" covers overall work experience for the designated.</li> <li>3) That key personnel can be pulled out/substituted from an ongoing project, which states, among others:<br/><br/>                     Suppose the proposed Key Technical personnel is an employee of the bidder and working on another project at the same time of the bidding. In that case, the bidder shall submit a certification that (1) the personnel will be pulled out from the ongoing project once the bidder is awarded the contract, and (2) he/she will be replaced with another person with equal or better qualifications, as certified by the Head of the Implementing Office.<br/><br/>                     The bidder may propose a Key Technical Personnel who is not its employee provided that the said personnel is required to submit a certification that he/she will work for the bidder if it is awarded the Contract underbidding.<br/><br/>                     These Certifications shall be included in the first/technical envelope of the sealed bid.</li> <li>4) The Project Engineer shall be full-time on the project site and sign in the Construction Logbook every workday.</li> </ol> | Key Personnel      | No. of Personnel    | General Experience | Relevant Experience        | Project Manager | 1         | 3 years     | 3 years | Project Engineer/Architect | 1                                   | 3 years | 3 years   | Construction Foreman          | 1 | 3 years | 3 years                       | Skilled Laborers (13 painters and 2 welders) | 15  | 3 years                       | 3 years | Safety Officer | 1 | 3 years | 3 years | Mechanical Engineer | 1 | 3 years | 3 years | First Aider | 1 | 1 year | 1 year |
| Key Personnel                                | No. of Personnel   | General Experience | Relevant Experience |                    |                            |                 |           |             |         |                            |                                     |         |           |                               |   |         |                               |  |     |                               |         |                |   |         |         |                     |   |         |         |             |   |        |        |
| Project Manager                              | 1  | 3 years            | 3 years             |                    |                            |                 |           |             |         |                            |                                     |         |           |                               |   |         |                               |  |     |                               |         |                |   |         |         |                     |   |         |         |             |   |        |        |
| Project Engineer/Architect                   | 1  | 3 years            | 3 years             |                    |                            |                 |           |             |         |                            |                                     |         |           |                               |   |         |                               |  |     |                               |         |                |   |         |         |                     |   |         |         |             |   |        |        |
| Construction Foreman                         | 1  | 3 years            | 3 years             |                    |                            |                 |           |             |         |                            |                                     |         |           |                               |   |         |                               |  |     |                               |         |                |   |         |         |                     |   |         |         |             |   |        |        |
| Skilled Laborers (13 painters and 2 welders) | 15   | 3 years            | 3 years             |                    |                            |                 |           |             |         |                            |                                     |         |           |                               |   |         |                               |  |     |                               |         |                |   |         |         |                     |   |         |         |             |   |        |        |
| Safety Officer                               | 1  | 3 years            | 3 years             |                    |                            |                 |           |             |         |                            |                                     |         |           |                               |   |         |                               |  |     |                               |         |                |   |         |         |                     |   |         |         |             |   |        |        |
| Mechanical Engineer                          | 1  | 3 years            | 3 years             |                    |                            |                 |           |             |         |                            |                                     |         |           |                               |   |         |                               |  |     |                               |         |                |   |         |         |                     |   |         |         |             |   |        |        |
| First Aider                                  | 1  | 1 year             | 1 year              |                    |                            |                 |           |             |         |                            |                                     |         |           |                               |   |         |                               |  |     |                               |         |                |   |         |         |                     |   |         |         |             |   |        |        |
| 10.5   | The minimum major equipment requirements are the following: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #e0e0e0;"> <th style="text-align: left;">Equipment</th> <th style="text-align: center;">Capacity</th> <th style="text-align: center;">Number of Units</th> </tr> </thead> <tbody> <tr> <td>Minor Tools (10% of Labor)</td> <td></td> <td style="text-align: center;">As needed</td> </tr> <tr> <td>Power Tools</td> <td></td> <td style="text-align: center;">As needed</td> </tr> <tr> <td>Personal Protective Equipment (PPE)</td> <td></td> <td style="text-align: center;">As needed</td> </tr> <tr> <td>1 ½" GI Pipe x 6m (Scaffolds)</td> <td></td> <td style="text-align: center;">215</td> </tr> <tr> <td>1 ½" GI Pipe x 3m (Scaffolds)</td> <td></td> <td style="text-align: center;">260</td> </tr> <tr> <td>1 ½" GI Pipe x 1m (Scaffolds)</td> <td></td> <td style="text-align: center;">100</td> </tr> </tbody> </table>   | Equipment          | Capacity            | Number of Units    | Minor Tools (10% of Labor) |                 | As needed | Power Tools |         | As needed                  | Personal Protective Equipment (PPE) |         | As needed | 1 ½" GI Pipe x 6m (Scaffolds) |   | 215     | 1 ½" GI Pipe x 3m (Scaffolds) |  | 260 | 1 ½" GI Pipe x 1m (Scaffolds) |         | 100            |   |         |         |                     |   |         |         |             |   |        |        |
| Equipment                                    | Capacity   | Number of Units    |                     |                    |                            |                 |           |             |         |                            |                                     |         |           |                               |   |         |                               |  |     |                               |         |                |   |         |         |                     |   |         |         |             |   |        |        |
| Minor Tools (10% of Labor)                   |  | As needed          |                     |                    |                            |                 |           |             |         |                            |                                     |         |           |                               |   |         |                               |  |     |                               |         |                |   |         |         |                     |   |         |         |             |   |        |        |
| Power Tools                                  |  | As needed          |                     |                    |                            |                 |           |             |         |                            |                                     |         |           |                               |   |         |                               |  |     |                               |         |                |   |         |         |                     |   |         |         |             |   |        |        |
| Personal Protective Equipment (PPE)          |  | As needed          |                     |                    |                            |                 |           |             |         |                            |                                     |         |           |                               |   |         |                               |  |     |                               |         |                |   |         |         |                     |   |         |         |             |   |        |        |
| 1 ½" GI Pipe x 6m (Scaffolds)                |  | 215                |                     |                    |                            |                 |           |             |         |                            |                                     |         |           |                               |   |         |                               |  |     |                               |         |                |   |         |         |                     |   |         |         |             |   |        |        |
| 1 ½" GI Pipe x 3m (Scaffolds)                |  | 260                |                     |                    |                            |                 |           |             |         |                            |                                     |         |           |                               |   |         |                               |  |     |                               |         |                |   |         |         |                     |   |         |         |             |   |        |        |
| 1 ½" GI Pipe x 1m (Scaffolds)                |  | 100                |                     |                    |                            |                 |           |             |         |                            |                                     |         |           |                               |   |         |                               |  |     |                               |         |                |   |         |         |                     |   |         |         |             |   |        |        |



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 Tabuk City, Kalinga 3800  
*Bids and Awards Committee*

|                 |   |              |     |                 |   |
|-----------------|---|--------------|-----|-----------------|---|
|                 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Swivel Clamp</td> <td style="text-align: right;">300</td> </tr> <tr> <td>Welding Machine</td> <td style="text-align: right;">1</td> </tr> </table>  | Swivel Clamp | 300 | Welding Machine | 1 |
| Swivel Clamp    | 300   |              |     |                 |   |
| Welding Machine | 1   |              |     |                 |   |
|                 | <p>In their bids, the bidder shall state a complete technical description of their pledged equipment, whether owned or leased, such as but not limited to the engine number, year model, chassis number, plate number, and capacity, including the particular place or site where the equipment is located.</p> <p>Attached is the sample form (List of Equipment Pledge to the Contract) in Bidding Forms, to be filled up by the bidders during the preparation of bids.</p> <p>The proof of ownership of equipment should be attached to the notarized affidavit of ownership. In the case of Leased Equipment, a Lease Contract and Affidavit of Commitment should be submitted with the lessor/owner as the pledger of the equipment, stating therein that the equipment will be available for the whole duration of the Project.</p> <p>All documents supporting the ownership of equipment pledged (CR-Certificate of Registration and OR-Official Receipt, if applicable) and other documents photocopied from the original shall be legibly readable and will be authenticated as needed during the post-qualification process.</p>  |              |     |                 |   |
| 12              | <i>Alternative Bid is not allowed.</i>  |              |     |                 |   |
| 15.1            | <p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>a. The amount of not less than <b>Php 97,087.38</b> ( 2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>b. The amount of not less than <b>Php 242,718.45</b> (5% of ABC), if bid security is in Surety Bond.</li> </ol>  |              |     |                 |   |
| 16              | <p><b><i>Procuring Entity may request additional hard copies and/or electronic copies of the Bid;</i></b> hence, each <b>Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid</b> with the following conditions:</p> <ol style="list-style-type: none"> <li>1. Any missing, incomplete, or patently insufficient document in the checklist is a ground for outright rejection (non-complying) of the bid.</li> <li>2. For hassle-free and more uncomplicated bid evaluation, the Technical and Financial Envelopes must be soft bound and with Ear-Tabbing for each Checklist.</li> <li>3. Each and every page of the Documents comprising the Financial Proposal shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.</li> </ol>   |              |     |                 |   |
| 19.2            | Partial bids are not allowed.   |              |     |                 |   |
| 20              | <p><i>The following are to be secured by the winning Contractor:</i></p> <ol style="list-style-type: none"> <li>a. <i>As Built Plans duly signed and sealed (Plan Signatories)</i></li> </ol>   |              |     |                 |   |
| 21              | <p><i>Contract documents relevant to the Project:</i></p> <p>The following relevant documents are to be submitted by participating bidder/s during the bid submission:</p> <ol style="list-style-type: none"> <li>1. Duly signed Construction Schedule and S-curve</li> <li>2. Construction Project Evaluation and Review Technique (PERT) and Critical Path Method (CPM) duly signed by Contractor's Project Engineer</li> <li>3. Duly signed Construction Methods in narrative form</li> <li>4. Duly signed Construction Manpower Utilization Schedule</li> <li>5. Duly signed Construction Equipment Utilization Schedule</li> <li>6. Duly signed Construction Cash Flow Chart and Payment Schedule.</li> <li>7. In case of JV, Special PCAB License.</li> </ol> <p>The following relevant documents are to be submitted by the lowest calculated and responsive bidder after issuance of a notice of award:</p> <ol style="list-style-type: none"> <li>1. <b>Performance Security.</b> The Winning Bidder shall be responsible for the extension of its performance security during the remaining period or duration of the Project reckoned from the date of the effectivity of the Contract, or for any contract time extension granted by the Procuring Entity, which shall be valid until final acceptance of the Project.</li> </ol> |              |     |                 |   |



Republic of the Philippines  
**KALINGA STATE UNIVERSITY**  
Tabuk City, Kalinga 3800  
*Bids and Awards Committee*

In place of the Performance Security, a post qualified bidder may submit an unnotarized Performance Securing Declaration (PSD), see *the Bidding Forms*, to guarantee its faithful performance of obligations under the Contract, subject to the following:

- a) Such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with a prior similar offense, in the event it violates any of the conditions stated in the Contract.
  - b) The unnotarized PSD may be accepted, subject to the submission of a notarized PSD before payment unless the same is replaced with performance security in the prescribed form.
  - c) The end-user may require the winning bidder to replace the submitted PSD with performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 upon lifting of the State of Calamity, or community quarantine or similar restrictions, as the case may be.
2. Duly signed **Construction Safety and Health Program** approved by the Department of Labor and Employment.
  3. **Contractor's All Risk Insurance Policy.**





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Tabuk City, Kalinga 3800  
*Bids and Awards Committee*

## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Contractor, payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.



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**KALINGA STATE UNIVERSITY**  
Tabuk City, Kalinga 3800  
*Bids and Awards Committee*

## 1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

## 2. Sectional Completion of Works

If sectional completion is specified in the **Special Conditions of Contract (SCC)**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

## 3. Possession of Site

**3.1** The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

**3.2** If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

## 4. The Contractor's Obligations

The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with **ITB** Clause 10.3 and specified in the **BDS**, to carry out the supervision of the Works.

The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

## 5. Performance Security

**5.1.** Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.

**5.2.** The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

## 6. Site Investigation Reports



Republic of the Philippines  
**KALINGA STATE UNIVERSITY**  
Tabuk City, Kalinga 3800  
*Bids and Awards Committee*

The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the **SCC** supplemented by any information obtained by the Contractor.

**7. Warranty**

7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.

7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the **SCC**.

**8. Liability of the Contractor**

Subject to additional provisions, if any, set forth in the **SCC**, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Contractor is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

**9. Termination for Other Causes**

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in **ITB** Clause 4.

**10. Dayworks**

Subject to the guidelines on Variation Order in Annex "E" of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.

**11. Program of Work**

11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.

11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

**12. Instructions, Inspections and Audits**

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

**13. Advance Payment**



Republic of the Philippines  
**KALINGA STATE UNIVERSITY**  
Tabuk City, Kalinga 3800  
*Bids and Awards Committee*

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the **SCC**, subject to the requirements in Annex "E" of the 2016 revised IRR of RA No. 9184.

**14. Progress Payments**

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the **SCC**, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

**15. Operating and Maintenance Manuals**

**15.1.** If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the **SCC**.

**15.2.** If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.



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**KALINGA STATE UNIVERSITY**  
Tabuk City, Kalinga 3800  
*Bids and Awards Committee*

## ***Section V. Special Conditions of Contract***

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## Special Conditions of Contract

| GCC Clause |   |
|------------|---|
| 2          | <i>No further instructions.</i>   |
| 4.1        | The <b>Kalinga State University</b> shall give possession of all parts of the Site to the Contractor <b>upon receipt of the Notice to Proceed.</b>  |
| 6          | <p>The site investigation reports are:</p> <p style="text-align: center;"><b>If there is no available Site Investigation Report prepared by the procuring entity, then the Bidder shall conduct a site visit before the preparation of his bid as embodied in Section 8(b) of the revised Omnibus Sworn Statement. The Affidavit of Site Inspection will be executed by the bidder.</b></p>   |
| 7.2        | <i>In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures: <b>Fifteen (15) years.</b></i> |
| 10         | Dayworks are applicable at the rate shown in the Contractor's original Bid.   |
| 11.1       | The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <b>ten (10)</b> days of delivery of the Notice of Award.  |
| 11.2       | The amount to be withheld for late submission of an updated Program of Work is [ <i>insert amount</i> ].  |
| 13         | The amount of the advance payment is <b>equivalent to fifteen percent (15%) of the Total Contract Price to be paid in a lump by KSU.</b>  |
| 14         | <i>[If allowed by the Procuring Entity, state:]</i> Materials and equipment delivered on the site but not completely put in place shall be included for payment.  |
| 15.1       | <p>The date by which operating and maintenance manuals are required is [<i>date</i>].</p> <p>The date by which "as built" drawings are required is [<i>date</i>].</p>   |
| 15.2       | The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is [ <i>amount in local currency</i> ].  |



Republic of the Philippines  
**KALINGA STATE UNIVERSITY**  
Tabuk City, Kalinga 3800  
*Bids and Awards Committee*

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## ***Section VI. Specifications***

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Republic of the Philippines  
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Tabuk City, Kalinga 3800  
*Bids and Awards Committee*

## TERMS OF REFERENCE

### BACKGROUND:

The Kalinga State University is to engage a qualified company's construction services for the following project as described below:

### I. CONTRACT DESCRIPTION

|                     |   |
|---------------------|---|
| Name of Project     | : <b>REPAINTING OF ENGINEERING BUILDING AND UPGRADING OF ELEVATOR SYSTEM-SECOND BIDDING</b>                                 |
| Location of Project | : <b>Kalinga State University-Main Campus National Highway, Purok 6, Bulanao, Tabuk City, Kalinga</b>                       |
| Floor Area          | : <b>1 Lot (Coverage of the scope of works)</b>   |
| End-Users           | : <b>MR. STALLEN CLEMENCE L. PUYOC – Dean, CEIT</b><br>: <b>DR. EDUARDO T. BAGTANG- President, Kalinga State University</b> |

### II. OBJECTIVE OF THE TERMS OF REFERENCE (TOR)

- 2.1 To provide a piece of background information regarding the preparation and submission of bid proposal to the Kalinga State University;
- 2.2 To provide a piece of background information regarding the proposed Project which should be handled at the lowest possible cost, acceptable quality and performance, and in the shortest possible time the bidder has to offer;
- 2.3 To outline and summarize the “Scope of Work” of the Contractor that has to be performed under the terms of its Contract with the Kalinga State University
- 2.4 To provide penalties in case of breach of the Contractor’s obligations

### III. ROLE OF THE CONTRACTOR

- 3.1 For which this TOR applies, the Contractor shall furnish necessary equipment, labor, tools, facilities, and instruments for the construction of the Architectural, Structural, Electrical and Sanitary (if applicable) related to the Project sufficient enough to perform construction services that is covered in the Contract.

In this regard, the Contractor or the key personnel to be assigned must have professional experience compatible with the undertaking as stipulated in Item Clause 12.1(b)(ii.2) of the Bid Data Sheet.

- 3.2 The Contractor at all times should refer to the KSU Infrastructure Unit regarding corrections, plans and specifications, Variation orders and Quality control requirements of the Project;
- 3.3 The Contractor shall assign to its designated project engineer to prepare daily construction logbook and pouring permits, which has to be approved by the KSU Infrastructure unit before pouring.
- 3.4 The Contractor shall also implement the construction activities to complete the Project following the approved construction drawings and specifications and the scope of work as specified in the Contract;
- 3.5 Construction Phase should be completed within **One Hundred Seventy-Seven (177) calendar days from the receipt of Notice to Proceed.**





Republic of the Philippines  
**KALINGA STATE UNIVERSITY**  
Tabuk City, Kalinga 3800  
*Bids and Awards Committee*

**IV. GENERAL CONDITIONS**

**4.1** The Contractor shall supply labor, materials, and equipment necessary for the **Repainting of Engineering Building and Upgrading of Elevator System-Second Bidding.**

The activities of the Contractor for the construction would include but will not be limited to the following:

- 4.1.1** Designate one (1) Project Engineer who shall work full time during the Contract's construction period/duration. He shall be in charge of the construction work and is expected to perform the following:
- a. Document, schedule, oversee and monitor the day-to-day construction works.
  - b. Coordinate, address, and resolve all concern/s of nearby buildings and structures relative to the construction and related services required by LGU and other regulating agencies.
  - c. **Keep close coordination with the KSU Infrastructure Unit during project implementation and submit a progress report as required.**

**V. PROJECT IMPLEMENTATION/CONSTRUCTION**

**5.1** The Contractor shall carry out and complete all items of work following the approved plans and specifications.

**5.1.1 ENGINEERING SUPPORT SERVICES**

The Contractor shall prepare the revised major modifications/changes in the design after the proponent's approval during the construction implementation if any.

**5.1.2. PROGRESS REPORTS**

The Contractor shall prepare weekly and monthly accomplishment reports supported with progress photographs and S-Curves to monitor actual progress to be used as a basis for progress billing to be submitted to the KSU Infrastructure Unit.

**5.1.3 TURN-OVER OF THE COMPLETED PROJECT**

The Contractor shall adequately address and comply with the final punchlist issued by the KSU Infrastructure unit before the Turn-over and Acceptance of the completed Project.

**5.1.4 WATER AND ELECTRICITY**

The Contractor shall install an electric meter and water meter in their construction sites and pay the actual amount of water and electricity bills based on their usage at the prevailing rate. During concrete pouring, the contractor shall bring his water.

**VI. PROVISIONS FOR STORAGE & MATERIAL HANDLING**

**6.1** The Contractor shall store his materials, equipment, and tools in one place of the construction site during construction. The area shall be coordinated with the KSU Infrastructure Unit. It shall be kept neat and clean at all times. Any damage to that or the surrounding area arising from any accident, paint spills, etc. shall be repaired and/or restored to its original condition. Likewise, extra care shall be taken in the storage of hazardous chemicals (paints, thinners, lacquers, oils, solvents, etc.) to avoid accidents, explosions and/or fires. Oily rags, solvent-soaked foams, paintbrushes, and rollers shall



Republic of the Philippines  
**KALINGA STATE UNIVERSITY**  
Tabuk City, Kalinga 3800  
*Bids and Awards Committee*

be kept in metal containers tightly sealed and shall be cleaned and/or removed from the job site at the end of every working day.

**6.2** Provisions for securing and safekeeping of stored materials, tools, and equipment during the construction project shall be for the Contractor's account.

**VII. CLEARING OF SITE**

The Contractor shall clean the whole area by removing debris, discards, paint spots, excesses, and spillage and shall leave the entire premises free from rubbish caused by their work to the satisfaction of the KSU at no extra cost.

**VIII. WARRANTIES OF THE BUILDER**

- 8.1** The Contractor warrants that it shall conform strictly to the terms and conditions of these Terms of Reference.
- 8.2** The Contractor warrants represent and undertake the service's reliability and that their workforce complements are hardworking, qualified/reliable, and dedicated to doing the service required to the satisfaction of the KSU. It shall employ well-behaved and honest employees.
- 8.3** The Contractor shall comply with the laws governing employees' compensation, Philhealth, Social Security and/or labor standards, and other laws, rules, and regulations applicable to its personnel employed by the Contractor on account of contracted services. The Builder shall pay its personnel not less than the minimum wage and other benefits mandated by law.
- 8.4** The Contractor in its services' performance shall secure, maintain at its own expense all registration, licenses, or permits required by National or Local Laws and comply with the rules, regulations, and directives of Regulatory Authorities and Commissions. The Contractor undertakes to pay all fees or charges payable to any instrumentality of government or any other duly constituted authority relating to the construction project.
- 8.5** The Contractor's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices.
- 8.6** The Contractor shall coordinate with the KSU Infrastructure unit in the performance of their jobs.
- 8.7** The Contractor shall be liable for any loss, damage, or injury due directly through its personnel's fault or negligence. It shall assume responsibility thereof, and the Contractor shall be individually liable from any liability arising from that place.

**IX. TERMS OF PAYMENT**

- 9.1** The Contractor, upon request, may be granted an advance payment in an amount equivalent to fifteen percent (15%) of the total contract price, net of VAT and applicable withholding taxes, upon the submission of the performance bond in the form of cash or irrevocable Standby Letter of Credit issued by a reputable commercial bank or Surety Bond issued by a bonding company duly certified by the Insurance Commission to be of good standing.
- 9.2** The Contractor shall repay advance Payment through deduction by BIR RR7 of fifteen percent (15%) from the Contractor's periodic progress billing.
- 9.3** The Contractor shall collect payment on progress billings based on the percentage of work accomplished, within a reasonable time from submission of all the required documents, subject to the required Expanded Withholding Tax (EWT) of two percent (2%) and Final Withholding VAT of five percent (5%), reduction based on Section 10.2, if any, and ten percent (10%) retention fund.
- 9.4** The retention fund shall be released only upon issuing Certification of Final Acceptance issued by the Head of the Procuring Entity and submission by Contractor of Post-Construction Documentation.



Republic of the Philippines  
**KALINGA STATE UNIVERSITY**  
Tabuk City, Kalinga 3800  
*Bids and Awards Committee*

9.5 Progress Billing shall be based on the following:

| PROGRESS BILLING   | PERCENT OF WORK COMPLETED                     | PERCENTAGE TERMS OF PAYMENT   |
|--|---|---|
| First Billing  | Thirty (30%) of the work accomplished         | Thirty percent (30%) of the Contract Price less advance payment (Sec. 13.2), applicable withholding taxes, and retention fund of ten percent (10%) of the contract price (Sec. 13.3)    |
| Second up to the next progress billing and Final billing | Above or equal to (15%) of work accomplished. | Above or equal to (15%) of the Contract Price less advance payment (Sec. 10.2), applicable withholding taxes, and retention fund of ten percent (10%) of the contract price (Sec. 10.4) |

The percentage of completion of work shall be subject to review and evaluation by the KSU Infrastructure Unit.

9.6 Payments shall be made within a reasonable time from the submission of the required documents based on existing applicable laws.

**X. PRE-TERMINATION OF CONTRACT**

10.1 The Contract of the **Repainting of Engineering Building and Upgrading of Elevator System-Second Bidding** may be pre-terminated by the **Kalinga State University** upon notice of any violation of the Contract's terms. In the case of pre-termination, the Contractor shall be informed by the **KSU** within thirty (30) calendar days before such termination.

10.2 In the pre-termination case, the Contractor shall be liable to additional liquidated damages equivalent to five percent (5%) of the contract price provided by the Government Accounting and Auditing Manual (GAAM) and forfeiture of the Performance Security.

10.3 The **KALINGA STATE UNIVERSITY (KSU)** shall have the right to blacklist the Contractor in case of pre-termination.

**XI. SCOPE AND COVERAGE OF THE PROJECT WITH SPECIFICATION**

(See Scope of Works in the next pages)

Prepared by:

ENGR. BRYAN D. WACDAGAN  
Project Development Officer II

Noted by:

STALLEN CLEMENCE L. PUYOC  
Dean, CEIT / End-user

Recommending Approval:

ENGR. RHONJHON R. GARMING  
Director for Planning and Strategy

Approved by:

EDUARDO T. BAGTANG, CPA, DBM  
SUC President III



Republic of the Philippines  
**KALINGA STATE UNIVERSITY**  
 Tabuk City, Kalinga 3800  
*Bids and Awards Committee*

**SCOPE OF WORKS WITH SPECIFICATIONS**

| ITEM NO. | ITEM OF WORK                           | QTY      | UNIT | SCOPE OF WORK   |
|----------|--|----------|------|---|
| B.5      | PROJECT BILLBOARD/SIGNBOARD            | 2.00     | each | -covers the fabrication of project billboard<br><br>-specs are as follows<br>Marine Plywood 1/4" thk.<br>good lumber (well-seasoned)<br>tarpauline(4' x 8'), KSU tarpauline<br>tarpauline(4' x 8'), COA Tarpauline<br>CWN(assorted)<br><b>Note: Refer to INFRA personnel for the design and format</b>  |
| B.7      | OCCUPATIONAL SAFETY AND HEALTH PROGRAM | 1.00     | Ls   | -covers the provision of safety officer on-site and PPEs for the workers<br>-specs are as follows<br>Personal Protective Equipment (PPE)<br>a. safety gloves<br>b. safety helmet<br>c. safety shoes<br>d. Fall Arrest Shock Safety Harness<br>Signages and Barricades<br>a. PPE Signage (4x8ft)<br>b. Warning Signs (2x3ft)<br>c. Caution Tape (75mmx300m)<br>d. Construction Safety Nets (2.4m height x 10m roll)<br><br><b>Note: Refer to INFRA personnel for inquiries</b>   |
| 800(2)   | CLEARING AND GRABBING                  | 1.00     | Ls   | -covers the scraping of loose, scaling and peeling exterior paint surfaces of the CEIT Building<br>-covers the surface preparation of areas to be repainted<br><br>-surface to be repainted should be clean and dry, free from oil, grease, dust and dirt, and all possible contaminants<br>-covers the removal of existing structures and obstructions<br>-covers the clearing and cleaning of construction debris, dirt, etc... after the project<br><br>-specs are as follows<br>Minor Tools (10% of Labor)<br>Power Tools (Sander)<br>Sanding Disc, 100mmØ<br>Paint Scraper, 100mm<br>Paint Scraper, 75mm<br>Paint Scraper, 50mm<br><b>Note: Refer to INFRA personnel for inquiries</b> |
| 1032(1)a | PAINTING WORKS (MASONRY/CONCRETE)      | 4,279.71 | sq.m | -covers the repainting of all exterior surfaces of the CEIT building<br>-covers the assembly and disassembly of scaffolds and frames<br>-specs are as follows<br>Minor Tools (10% of Labor)<br>1 1/2" GI Pipe x 6m<br>1 1/2" GI Pipe x 3m<br>1 1/2" GI Pipe x 1m<br>Swivel Clamp<br>Paint Chalk Blocker, Conditioner for Chalky Wall Surfaces<br>Flat Latex White (First Coat)<br>Latex Final Coat (Second and Third Coat)<br>Masonry Putty, Spot Putty for Uneven Surface<br>Sand Paper  |



Republic of the Philippines  
**KALINGA STATE UNIVERSITY**  
 Tabuk City, Kalinga 3800  
*Bids and Awards Committee*

|          |                               |          |      |  |
|----------|-------------------------------|----------|------|--|
|          |                               |          |      | Roller Brush with Pan<br>Roller Brush Foam<br>Paint Brush x 100<br>Paint Brush x 75<br><br><b>Note: Refer to INFRA personnel for paint color/finish</b><br><b>Note: Paint shall be approved first before painting</b>  |
| 1032(1)c | <b>PAINTING WORKS (STEEL)</b> | 1,064.20 | sq.m | -covers the repainting of the roof and railings of the CEIT building<br>-specs are as follows<br>Minor Tools (10% of Labor)<br>Gloss Acrylic Water-Based Roof Paint (2 coats)<br>Sand Paper<br>Roller Brush with Pan<br>Roller Brush Foam<br>Paint Brush x 100<br>Paint Brush x 75<br><br><b>Note: Refer to INFRA personnel for paint color/finish</b><br><b>Note: Paint shall be approved first before painting</b>   |
| 1203 (1) | <b>ELECTRIC ELEVATOR</b>      | 1.00     | set  | -covers the installation of a new machine room less elevator<br><br>-covers the removal of old elevator parts<br>-covers the chiseling of the slab of old elevator machine room for the overhead space requirements of the new elevator<br><br>-specs are as follows<br>Passenger Elevator, 1000kgs, 13 Person Capacity, 1.00m/s, 4 Stops, 4 Center Opening, 220VAC, 1Phase, 60Hz, 2 Panel Door, Center Opening, Machine Room Less (MRL), with the following features:<br>Infrared Door Sensor<br>Alarm Button<br>Lamp and Buzzer for Overload<br>LCD Display<br>Car Call Cancelling<br>Alarm Bell<br>Emergency Lighting<br>Car Fan at Car Top<br>Handrail<br>Automatic Rescue Device (ARD)<br>Automatic Voltage Regulator (AVR)<br>-inclusive of taxes, duties, brokerage fees, mobilization and demobilization, dismantling of the old unit elevator, all necessary civil works (chiseling of concrete, plastering, etc...)<br><br>-includes the construction of the sump pit<br>-includes the supply and installation of sump pump and all of its accessories<br>-one year warranty upon completion of testing and commissioning, and turn over of elevator unit<br><br>-free maintenance for a period of two months (2) from the date of completion or upon turn over<br><br><b>Note: Refer to INFRA personnel for inquiries</b> |
| SPL-I    | <b>MISCELLANEOUS WORKS</b>    | 1.00     | Ls   | - covers the sealing and patching of holes at the roof of CEIT building<br>-specs are as follows<br>Minor Tools (10% Labor)<br>Power Tools<br>Silicon Sealant<br>-covers the fabrication of fire exit access platform, and access swing gate<br>Welding Machine<br>Angle Bar, 50mm x 50mm x 5mm x 6m   |



Republic of the Philippines  
**KALINGA STATE UNIVERSITY**  
Tabuk City, Kalinga 3800  
*Bids and Awards Committee*

|  |  |  |  |   |
|--|--|--|--|---|
|  |  |  |  | <p>Angle Bar, 38mm x 38mm x 4mm x 6m<br/>Flat Bar, 38mm x 4mm x 6m<br/>M16 Anchor Bolt<br/>38mmØ G.I. Pipe, Schedule 40<br/>Cylindrical Hinges, 16mmØ, Heavy Duty<br/>Primer Paint Epoxy<br/>Enamel Paint<br/>Paint Brush, 75mm<br/>Welding Rod<br/>Cutting Disc</p> <p><b>Note: Refer to plans for details</b></p> |
|  |  |  |  |   |



Republic of the Philippines  
**KALINGA STATE UNIVERSITY**  
Tabuk City, Kalinga 3800  
*Bids and Awards Committee*

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## ***Section VII. Drawings***

***\*The actual Drawings, including site plans, are annexed in separate attachments/pages.***



Republic of the Philippines  
**KALINGA STATE UNIVERSITY**  
Tabuk City, Kalinga 3800  
*Bids and Awards Committee*

## ***Section VIII. Bill of Quantities***

### **Notes on the Bill of Quantities**

#### **Signature Box**

A signature box shall be added at the bottom of each page of the Bill of Quantities where the authorized representative of the Bidder shall affix his signature. Failure of the authorized representative to sign each and every page of the Bill of Quantities shall be a cause for rejection of his bid.





Republic of the Philippines  
**KALINGA STATE UNIVERSITY**  
 Tabuk City, Kalinga 3800  
*Bids and Awards Committee*

## Bill of Quantities

| ITEM NO.   | DESCRIPTION                            | QTY      | UNIT  | Unit Price<br><i>(in Pesos)</i> | Total Cost<br><i>(in Pesos)</i> |
|--|--|----------|-------|---------------------------------|---------------------------------|
| B.5  | PROJECT BILLBOARD/SIGNBOARD            | 2.00     | Each  |                                 |                                 |
| B.7  | OCCUPATIONAL SAFETY AND HEALTH PROGRAM | 1.00     | Ls    |                                 |                                 |
| 800(2)   | CLEARING AND GRABBING                  | 1.00     | Ls    |                                 |                                 |
| 1032(1)a   | PAINTING WORKS (MASONRY/CONCRETE)      | 4,279.71 | sq.m. |                                 |                                 |
| 1032(1)c   | PAINTING WORKS (STEEL)                 | 1,064.20 | sq.m. |                                 |                                 |
| 1203 (1)   | ELECTRIC ELEVATOR                      | 1.00     | set   |                                 |                                 |
| SPL-I  | MISCELLANEOUS WORKS                    | 1.00     | Ls    |                                 |                                 |
| <b>TOTAL BID AMOUNT</b>                          |  |          |       | <i>(in figures): Php</i>        |                                 |
| <b>TOTAL BID AMOUNT</b> <i>(in words): Pesos</i> |  |          |       |                                 |                                 |

**Note:** The Bill of Quantities (BOQ) contains the following parts:

- a. BOQ for each Part of the Contract.
- b. Summary of Bid Prices for all Parts of the Contract.

Project Duration: **177 calendar days**

Submitted by:

Name and Signature of Bidder's Representative: \_\_\_\_\_

Position: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_



## **Section IX. Checklist of Technical and Financial Documents**

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.



Republic of the Philippines  
**KALINGA STATE UNIVERSITY**  
 Tabuk City, Kalinga 3800  
*Bids and Awards Committee*

## Checklist for Eligibility and Technical Components

Name of Bidder : \_\_\_\_\_  
 Address of Bidder : \_\_\_\_\_  
 Name of Project : **REPAINTING OF ENGINEERING BUILDING AND UPGRADING OF ELEVATOR SYSTEM-SECOND BIDDING**  
 Approved Budget for the Contract : **Php 4,854,368.93**

| ITEM NO.                            | REQUIREMENTS  | PASSED | FAILED |
|-------------------------------------|---|--------|--------|
| <b>Technical Component Envelope</b> |   |        |        |
| <b>Class "A" Documents</b>          |   |        |        |
| <b>LEGAL DOCUMENTS</b>              |   |        |        |
| <b>A</b>                            | <input type="checkbox"/> Valid <b>PhilGEPS Registration Certificate (Platinum Membership)</b> (all Pages);<br><b>and</b><br><input type="checkbox"/> <b>Registration certificate</b> from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; <b>and</b><br><input type="checkbox"/> <b>Mayor's or Business permit</b> issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; <b>and</b><br><input type="checkbox"/> <b>Tax clearance per E.O. No. 398, s. 2005</b> , as finally reviewed and approved by the Bureau of Internal Revenue (BIR). |        |        |
| <b>TECHNICAL DOCUMENTS</b>          |   |        |        |
| <b>B</b>                            | 1) <b>Statement of the prospective Bidder of all its Ongoing Government and Private Contracts</b> , including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the Contract to be bid; <b>and</b>  |        |        |
| <b>C</b>                            | 2) <b>Statement identifying the Bidder's Single Largest Completed Contract (SLCC)</b> similar to the Contract to be bid, except under conditions provided under the rules.<br><br>This statement shall be supported with:<br>i. <input type="checkbox"/> Notice of Award and/or Notice to Proceed; and<br>ii. <input type="checkbox"/> Project Owner's <b>Certificate of Final Acceptance</b> issued by the Owner other than the Contractor, or the Contractors Performance Evaluation Summary (CPES) Final Rating, which must be at least satisfactory. In case of contracts with the private sector, an equivalent document shall be submitted.   |        |        |
| <b>D</b>                            | <input type="checkbox"/> <b>Philippine Contractors Accreditation Board (PCAB) License</b> ; <b>or</b><br><input type="checkbox"/> Special PCAB License in case of Joint Ventures; <b>and</b><br><input type="checkbox"/> registration for the type and cost of the Contract to be bid; <b>and</b>   |        |        |
| <b>E</b>                            | <b>BID SECURITY</b> in <b>ANY</b> of the following form:<br><input type="checkbox"/> Original Copy of <b>Surety Bond</b> , accompanied by a <b>Certification from an authorized Insurance Commission</b> that the surety or insurance company is authorized to issue surety bond; <b>or</b><br><input type="checkbox"/> Original Copy of Notarized <b>Bid Securing Declaration</b> ; <b>And</b>   |        |        |
| <b>F</b>                            | Duly signed <b>PROJECT REQUIREMENTS</b> , which shall include the following:<br>1) Organizational chart for the Contract to be bid;   |        |        |
| <b>G</b>                            | 2) <input type="checkbox"/> List of Contractor's Key Personnel to be assigned to the Contract to be bid, with their complete qualification and experience data, as follows:<br><input type="checkbox"/> Key Personnel's Bio-data;<br><input type="checkbox"/> Key Personnel's Certificate of Employment;  |        |        |



Republic of the Philippines  
**KALINGA STATE UNIVERSITY**  
 Tabuk City, Kalinga 3800  
*Bids and Awards Committee*

| ITEM NO.  | REQUIREMENTS  | PASSED | FAILED |
|---|---|--------|--------|
| H   | 3) Construction Schedule and S-Curve;   |        |        |
| I   | 4) Project Evaluation and Review Technique (PERT) - Critical Path Method (CPM) signed by Contractor's Project Engineer  |        |        |
| J   | 5) Construction Methods in narrative form;  |        |        |
| K   | 6) Construction Manpower Utilization Schedule;  |        |        |
| L   | 7) Construction Equipment utilization schedule;   |        |        |
| M   | 8) Statement of Availability of Key Personnel and Equipment;  |        |        |
| N   | 9) List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by Proof of Ownership or Certification of Availability of Equipment from the equipment lessor/vendor for the duration of the Project (SF-INFR-49);  |        |        |
| O   | 10) Contractor's Letter-Certificate to Kalinga State University;  |        |        |
| P   | 11) Affidavit of Site Inspection (SF-INFR-51).  |        |        |
| Q   | [ ] Original duly signed <b>revised Omnibus Sworn Statement</b> , with the following supporting documents, that   |        |        |
|   | 1) Signatory is proprietor/duly authorized representative of bidder.  |        |        |
|   | 2) Full power and authority to perform acts or represent bidder.  |        |        |
|   | 3) Not "blacklisted" or barred from bidding   |        |        |
|   | 4) Each document is authentic copy of original, complete, and correct.  |        |        |
|   | 5) Authorizing Head of Procuring Entity to verify all documents submitted.  |        |        |
|   | 6) Not related to HOPE, BAC, TWG, Secretariat, PMO/IU, within 3rd civil degree.   |        |        |
|   | 7) Complies with existing labor laws and standards.   |        |        |
|   | 8) Aware of and undertaken responsibilities as a bidder.  |        |        |
|   | 9) Did not give any commission, amount, fee, or consideration.  |        |        |
|   | 10) Failure to perform or deliver any of the obligations and undertakings in the Contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code. |        |        |
|   | <b>and</b>  |        |        |
| [ ] Integrity Pledge of KSU Service Provider with the attached photocopied ID of AMO with three (3) specimen signature; <b>and</b>  |   |        |        |
| [ ] <b>Authority of the signatory</b> as applicable (Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder). |   |        |        |
| <i>Note: The Authorized Representative shall be the same personnel who is reflected in the documents of the Company submitted to PCAB.</i>  |   |        |        |
| <b>FINANCIAL DOCUMENTS</b>  |   |        |        |
| R   | The prospective bidder's <b>Audited Financial Statements</b> , showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; <b>and</b>   |        |        |



Republic of the Philippines  
**KALINGA STATE UNIVERSITY**  
 Tabuk City, Kalinga 3800  
*Bids and Awards Committee*

| ITEM NO.                   | REQUIREMENTS   | PASSED | FAILED |
|----------------------------|--|--------|--------|
| S                          | The prospective <b>bidder's computation of Net Financial Contracting Capacity (NFCC)</b> of which the <i>K factor shall be fixed at 15, regardless of contract duration, and</i> the values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.<br><b>NFCC = Php_____</b>  |        |        |
| <b>Class "B" Documents</b> |  |        |        |
| T                          | <input type="checkbox"/> If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence; <b>or</b><br><input type="checkbox"/> Duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful. |        |        |

**Note:**

1. Any missing, incomplete, or patently insufficient document in the checklist mentioned above is a ground for outright rejection (non-complying) of the bid.
2. For hassle-free and easier bid evaluation, the Technical and Financial Envelopes must be soft bound and with Ear-Tabbing for each Checklist.

CHECKED BY:

BAC MEMBER/TWG's

Name and Signature: \_\_\_\_\_

DATE: \_\_\_\_\_

REMARKS:

Eligible/ Passed

Non-Eligible/ Failed



Republic of the Philippines  
**KALINGA STATE UNIVERSITY**  
 Tabuk City, Kalinga 3800  
*Bids and Awards Committee*

## Checklist for Financial Proposal

Name of Bidder : \_\_\_\_\_  
 Address of Bidder : \_\_\_\_\_  
 Name of Project : **REPAINTING OF ENGINEERING BUILDING AND UPGRADING OF ELEVATOR SYSTEM-SECOND BIDDING**  
 Approved Budget for the Contract : **Php 4,854,368.93**

| ITEM NO.                                     | REQUIREMENTS  | COMPLYING | NON-COMPLYING |
|--|---|-----------|---------------|
| <b>FINANCIAL COMPONENT (SECOND ENVELOPE)</b> |   |           |               |
| <b>A</b>                                     | Original of duly signed and accomplished <b>revised Financial Bid Form; <i>and</i></b>  |           |               |
| <b>B</b>                                     | Original of duly signed <b>Bid Prices in the Bill of Quantities; <i>and</i></b>   |           |               |
| <b>C</b>                                     | Duly accomplished <b>Detailed Estimates Form</b> , including a <b>summary sheet</b> indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; <b><i>and</i></b><br><i>(The Direct Cost shall show the itemized computation of materials, labor, equipment rental, fuel, and oil. The Indirect Cost, such as overhead/ contingencies/ miscellaneous, profit, and applicable taxes as required by law, shall also be shown in coming up with the bid. It shall show a detailed breakdown of LUMPSUM Cost.)</i> |           |               |
| <b>D</b>                                     | <b>Cash Flow by Quarter</b>   |           |               |
| <b>E</b>                                     | <b>Price List</b> indicating the unit prices of construction materials, labor rates, and equipment rentals. <i>(Sample Form is attached in the Bidding Documents)</i>   |           |               |

**Note:**

1. Any missing, incomplete, or patently insufficient document in the checklist mentioned above is a ground for outright rejection (non-complying) of the bid.
2. For hassle-free and easier bid evaluation, the Technical and Financial Envelopes must be soft bound and with Ear-Tabbing for each Checklist.
3. **Each and every page of the Documents comprising the Financial Proposal shall be signed by the duly authorized representative/s of the Bidder.** Failure to do so shall be a ground for the rejection of the bid.

CHECKED BY:

BAC MEMBER/ TWG's

Name and Signature: \_\_\_\_\_

DATE: \_\_\_\_\_

REMARKS:

**Complying**

**Non-Complying**

